



Linda S. Adams
Secretary for
Environmental Protection



Department of Toxic Substances Control

Maureen F. Gorsen, Director
5796 Corporate Avenue
Cypress, California 90630



Arnold Schwarzenegger
Governor

November 13, 2007

Mr. Michael Barranco
Lakeland Development Company
12345 Lakeland Road
Santa Fe Springs, California 90670

VOLUNTARY CLEANUP AGREEMENT, DOCKET NUMBER HSA-VCA 07/08 -057,
LAKELAND DEVELOPMENT COMPANY, FORMER POWERINE OIL COMPANY
REFINERY/CENCO REFINERY, SANTA FE SPRINGS, LOS ANGELES COUNTY
(SITE CODE: 301322-11)

Dear Mr. Barranco:

Enclosed for your file is a fully executed Voluntary Cleanup Agreement (Agreement) for the subject site. The Agreement will cover the Department of Toxic Substances Control oversight of the implementation of a Preliminary Endangerment Assessment (PEA) and associated activities and the review and comment on a PEA Report.

DTSC has assigned Mr. Steven Hariri as project manager, who will be responsible for the technical interface with you and/or your environmental consultant. Mr. Hariri can be reached at the DTSC Cypress office at 5796 Corporate Avenue, Cypress, California 90630, phone number (714) 484-5332, or email address: SHariri@dtsc.ca.gov.

As noted in the Agreement, the advance payment in the amount of \$10,155.00 is due within 10 days of Agreement execution. It is important that the following information be clearly marked on the face of the check: Docket Number HSA-VCA 07/08-057 and CalStars Site Code 301322-11. The advance payment check should be sent directly to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

Mr. Michael Barranco
November 13, 2007
Page 2

A photocopy of the check should be sent to Mr. Hariri at the DTSC Cypress Office. Thank you for your cooperation with DTSC. If you have any questions, feel free to contact me at (818) 551-2861.

Sincerely,

A handwritten signature in black ink, appearing to read "for Rebecca Chou", with a long, sweeping horizontal line extending to the right.

Michele Foster
Agreement Coordinator
School Program and Engineering/Geology Support Division

Enclosure

cc: Mr. Michael O'Neill (Via email)
Consultant/Environmental Coordinator
California Department of Education

Dr. Rebecca Chou (Via email)
Branch Chief, Cypress Schools Branch
School Program and Engineering/Geology Support Division

Mr. Steven Hariri, Project Manager (Via email)
Department of Toxic Substances Control
Cypress School Branch

Jeanne Wong (Via email)
Headquarters

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Former Powerine Oil Company
Refinery/CENCO Refinery
12345 Lakeland Road
Santa Fe Springs, California 90671
Site Code No. 301322 -11

Project Proponent:

Lakeland Development Company
12345 Lakeland Road
Santa Fe Springs, California 90671

Docket No. HAS-VCA 07/08-057

Voluntary Cleanup Agreement

Health and Safety Code
section 25355.5(a)(1)(C)

I.
INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with the Lakeland Development Company (the Proponent). DTSC and the Proponent are referred to collectively herein as the "Parties."

1.2 Site. The real property which is the subject of this Agreement (Site) is located at 12345 Lakeland Road, Santa Fe Springs, Los Angeles County, California. The Site consists of 52-acres and is identified by Assessor's Parcel Numbers in Exhibit G. A diagram of the Site and a location map are attached as Exhibit A and Exhibit B.

1.3 Jurisdiction. This Agreement is entered into by DTSC and the Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C). This section authorizes DTSC to enter into an enforceable agreement with the Proponent to oversee the characterization and, if necessary, cleanup of the Site.

1.4 Purpose. The purpose of this Agreement is for the Proponent to 1) perform a Preliminary Endangerment Assessment (PEA) and, if DTSC determines it is necessary, to develop and implement a response action(s) and other associated activities, 2) to establish the terms of the Proponent's obligation to complete all DTSC-required investigations and/or response action(s), and, if appropriate, 3) to receive Site certification from DTSC, all under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

II. BACKGROUND

2.1 Ownership. Lakeland Development Company owns the Site.

2.2 Substances Found at the Site. During a recent soil and groundwater investigation conducted at the properties near the school, under the oversight of the Regional Water Quality Control Board, BTEX, MTBE; TPH-G; Free-phase petroleum product; chlorinated VOCs and PAHs were identified at the Site. The Proponent submitted an application requesting to enter into this Agreement for DTSC's oversight of the preparation of a PEA and if necessary, the implementation of response actions for the Site.

2.3 Physical Description. The immediate vicinity is industrial/light industrial/distribution and warehousing. Residential property is located ¼ - 1/8 miles to the southwest. An elementary school is located approximately 1 mile to the northeast.

2.4 Site History. The Site has been historically used for oil refinery from 1936 to 1998.

III.

AGREEMENT

3.0 **IT IS HEREBY AGREED THAT** DTSC will provide review and oversight of the site characterization and response activities conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit D. All work shall be performed consistent with Health and Safety Code section 25300 et seq., as amended; the National Contingency Plan (Code of Federal Regulations, Title 40, Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide the Proponent with written comments on all Proponent deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Dr. Rebecca Chou, Chief of Cypress Schools Branch, School Program and Engineering/Geology Support Division, is designated by DTSC as its Manager for this Agreement. Mr. Michael Barranco, is designated by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least 10 days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective Parties at the following addresses:

1) To DTSC:

Dr. Rebecca Chou, Chief
Cypress Schools Branch
School Program and Engineering/Geology Support Division
Attn: Mr. S. Steven Hariri
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

2) To the Proponent:

Mr. Michael Barranco
Lakeland Development Company
12345 Lakeland Road
Santa Fe Springs, California 90670

For all documents required to be given to DTSC, the Proponent shall submit one hard (paper) copy and one electronic copy in PDF format (as specified in Exhibit E, Guidelines for Submitting PDF Documents). All submittals shall include applicable signatures and certification stamps.

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to the Proponent with recommended changes; or (b) modify the document as deemed necessary and approve the document as modified.

3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Proponent in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve the Proponent of the obligation to obtain such written approvals.

3.7 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent agrees to pay 1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of this Agreement, and 2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice. An estimate of DTSC's oversight costs is attached as Exhibit F. It is understood by the Parties that Exhibit F is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly. The Proponent agrees to make payment within 60 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent. The Proponent requests that DTSC send invoices for payment to:

Mr. Michael Barranco
Lakeland Development Company
12345 Lakeland Road
Santa Fe Springs, California 90670

3.8.1 In anticipation of services to be rendered, the Proponent shall make an advance payment of \$10,155.00, which is 50 percent (%) of the DTSC oversight cost estimate set forth in Exhibit F, to DTSC. That payment shall be made no later than 10 days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this Paragraph, the Proponent agrees to pay the additional costs within 60 days of receipt of a bill from DTSC. Outstanding costs not paid within 60 days of the date of DTSC's billing are subject to interest charges.

3.8.2 If any bill is not paid by the Proponent within 60 days after it is sent by DTSC, the Proponent may be deemed to be in material default of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site Code No. 301322-11) and the docket number of this Agreement (HSA-VCA 07/08-057). Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 "I" Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within 120 days after termination of this Agreement in accordance with Paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.8.5 If the Proponent disputes a DTSC billing, or any part thereof, and has been unable to informally resolve the dispute with DTSC's project manager, unit chief and branch chief, then the Proponent may file a request for dispute resolution in writing within 45 days of the date of the billing in dispute. The written request shall describe all billings in dispute and the reasons therefore. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy
Department of Toxic Substances Control
1001 "I" Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittal under this Agreement. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee. The filing of a written request for dispute resolution pursuant to this Section shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1 is a condition precedent to DTSC's obligation to provide oversight, review and/or comment on documents.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, with expertise in hazardous substance site cleanup. The Proponent shall submit: 1) the name and address of the project coordinator; and 2) upon DTSC's request, the resume of the coordinator in order to demonstrate expertise in hazardous substance site

cleanup. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.12 Access. Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this Paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytical data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.13 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.15 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events that occurred and the measures taken in the response thereto.

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least 90 days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other

action involving the records has been started before the expiration of the six-year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, which ever is later.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all Parties. Such amendments or modifications may be proposed by any Party and shall be effective the third business day following the day the last Party signing the amendment or modification sends its notification of signing to the other Party. The Parties may agree to a different effective date.

3.18 Termination for Convenience. Each Party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other Party. In the event that this Agreement is terminated under this Paragraph, the Proponent shall be responsible for DTSC costs through the effective date of termination.

3.18.1 Hazardous Materials Remaining In Place without Completion of DTSC Required Cleanups. The Site shall remain subject to DTSC jurisdiction if hazardous materials remain in place exceeding levels that are protective of human health, safety and the environment. DTSC may require further actions by the Proponent, provided the Proponent is a Potentially Responsible Party for the Site as defined under the applicable provisions of the Health and Safety Code. DTSC may issue an order to the Proponent requiring completion of cleanup pursuant to Health and Safety Code, chapter 6.5 (Hazardous Waste Control, commencing with section 25100, as amended) or chapter 6.8 (Hazardous Substance Account, commencing with section 25300, as amended), as applicable. If DTSC determines that contamination may remain in place under restrictions limiting future land use, DTSC may require the Proponent to develop engineering controls and/or institutional controls, and to enter into an operation and maintenance (O&M) agreement and/or a land use covenant (LUC) with DTSC to protect public health, safety and the environment.

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed. "Days" mean calendar days and "Business days" mean all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the Parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third Party Actions. In the event that the Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability act of 1980, as amended, the California Health and Safety Code section 25360, and any other applicable section of the law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of the Comprehensive Environmental Response, Compensation and Liability act of 1980, or Health and Safety Code section 25319, that is not a signatory to this Agreement.

3.24.4 By entering into this Agreement, Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.24.5 The Proponent reserves any and all of its rights and defenses applicable to commenting on or objecting to any response actions or remedies proposed or ordered by DTSC, and neither the execution of this Agreement nor any act or undertaking hereunder will be deemed a waiver of the Proponent's rights or defenses in that regard.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement to all applicable federal, state and local laws and regulations.

3.26 California Law. This Agreement shall be governed, performed and

interpreted under the laws of the State of California

3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.


3.28 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.30 Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

3.31 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

//

 Date: 11-13-07
Rebecca Chou, Ph.D., P.E., Chief
Cypress Schools Branch
School Program and Engineering/Geology Support Division
Department of Toxic Substances Control

 Date: 11-6-07
Mr. Michael Barranco
Lakeland Development Company

EXHIBITS

A - SITE DIAGRAM

B - SITE LOCATION MAP

C - SCOPE OF WORK

D - SCHEDULE

E - GUIDELINES FOR SUBMITTING PDF DOCUMENTS

F - COST ESTIMATE

G – APN NUMBERS

EXHIBIT A
SITE DIAGRAM

KELAND RD.

MW-101

W-11

TANK
FARM

MW-204*

MW-202

MW-103

BLOOMFIELD
PROPERTY

MW-107A

MW-203

MW-201

MW-504

LAKELAND PROPERTY

MW-503B

MW-502

MW-501A

W-1

EW-1

WALKER PROPERTY

W-4

W-3A

MW-600A

MW-601A

MW-604

MW-603

ADMIN
RECEIVING

KITCHEN

METROPOLITAN
STATE HOSPITAL

LAUNDRY

CO-GEN

MW-605

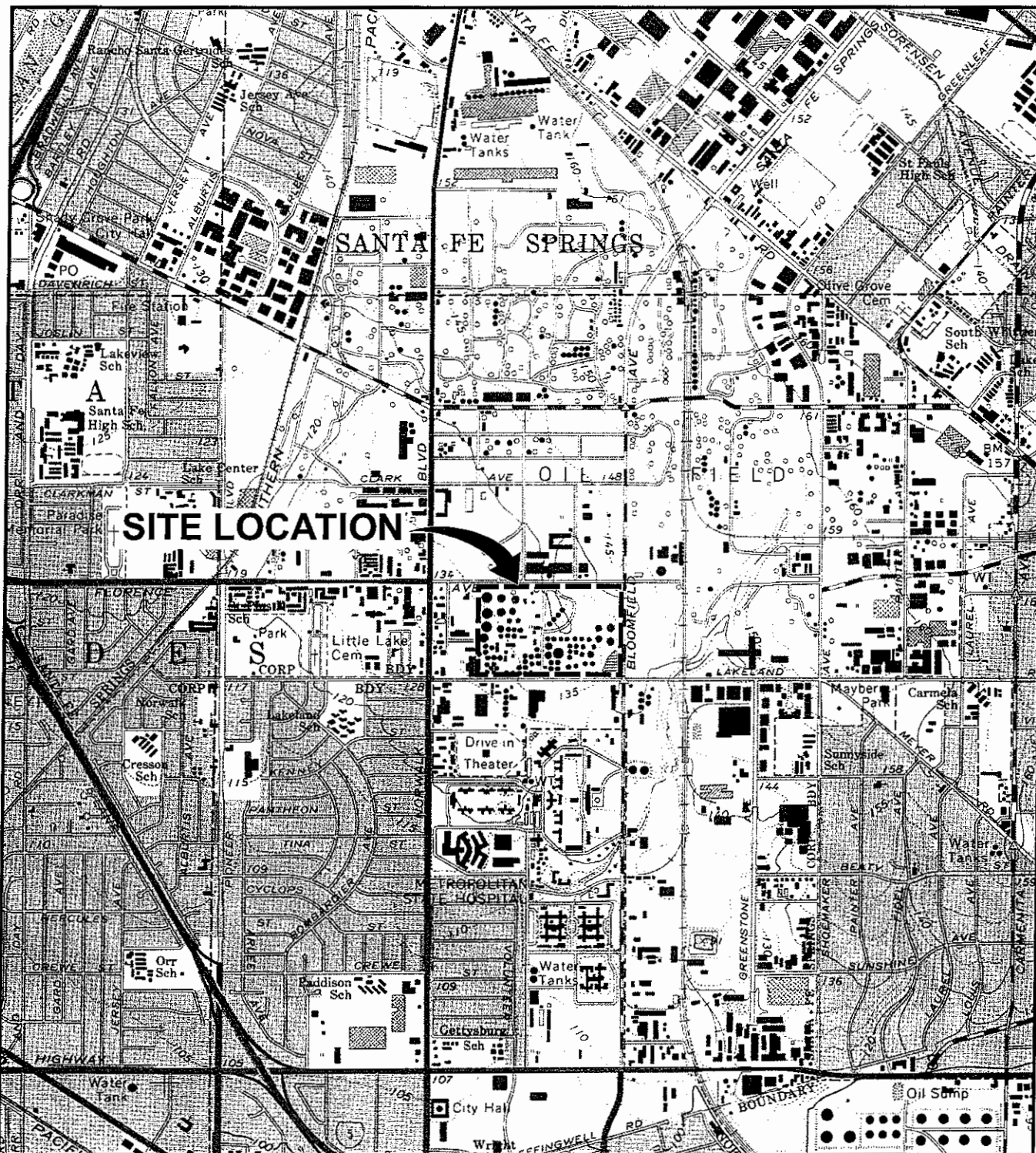
MW-607

MW-606

ALK BLVD.

FIELD AVE.

EXHIBIT B
SITE LOCATION MAP



REFERENCE: BASE MAP USGS 7.5 MIN QUAD., WHITTIER, CA. 1965, PHOTOREVISED 1981.

2000' 0 2000'
Approximate Scale: 1" = 2000'



ISOLA AND RUIZ, LLP
FORMER CENCO REFINERY
SANTA FE SPRINGS, CALIFORNIA

SITE LOCATION MAP

ARCADIS BBL
Water and Environmental Solutions

FIGURE
1

EXHIBIT C

SCOPE OF WORK

The following Tasks will be completed as part of this Agreement. If circumstances warrant, the Proponent, with DTSC's prior written concurrence, may streamline certain tasks.

TASK 1. Submittal of Existing Data

The Proponent shall submit to DTSC, if relevant and available, all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous materials management and/or release, characterization and cleanup of the Site not previously submitted as part of the Phase I Environmental Assessment (Phase I) and/or Phase I Addendum reviewed by DTSC. DTSC will review the information, and, in coordination with the Proponent, identify areas and compounds of concern, and determine the additional activities, if any, required to complete the investigation/remediation of the Site.

TASK 2. Scoping Meeting

DTSC's project manager will schedule a scoping meeting with the Proponent and the project coordinator within 15 days of Agreement execution. During the scoping meeting, the project coordinator shall present the proposed scope of work, including a summary of the historical and current onsite land uses, the uses of the adjacent properties, potential areas and compounds of concern, proposed sampling strategy and analytical methods, timeframe for completion of the environmental site investigation, and if necessary, proposed response actions. DTSC will provide recommendations, as needed, and request workplans or reports, as appropriate.

TASK 3. Preliminary Endangerment Assessment (PEA)

The Proponent shall conduct a PEA to determine whether a release or threatened release of hazardous materials exists at the Site, or whether naturally occurring hazardous materials are present, which pose a threat to children's health, children's learning abilities, public health or the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, titled: "Preliminary Endangerment Assessment Guidance Manual," State of California, Environmental Protection Agency, Department of Toxic Substances Control (January 1994; revised June 1999).

Documents or activities which will be required as part of the PEA include:

- 3.1 PEA Workplan: The PEA Workplan shall include a sampling plan designed to determine the presence of contamination or naturally occurring hazardous materials at the Site, and, if present, the type and extent of the hazardous

materials or contamination; a Health and Safety (HAS) Plan addressing health and safety issues and safe work practices (as described in Task 9); a Quality Assurance/Quality Control (QA/QC) Plan to produce data of known quality (as described in Task 10); and an implementation schedule. DTSC will review and comment or approve the PEA Workplan. The Proponent shall revise the PEA Workplan in accordance with DTSC's comments, if any is issued.

- 3.2 PEA Fieldwork Notice: The Proponent shall provide a PEA Fieldwork Notice to residents in the immediate area of the Site, utilizing a format developed by DTSC, prior to the commencement of PEA fieldwork.
- 3.3 Implementation of Approved PEA Workplan: The Proponent shall begin implementation of the approved PEA Workplan in accordance with the approved implementation schedule. DTSC shall provide oversight and approval of PEA Workplan implementation, as appropriate.
- 3.4 Draft PEA Report: The draft PEA Report shall document whether a release has occurred or a threatened release exists, or whether naturally occurring hazardous materials are present, the threat the Site poses to children's health, children's learning abilities, public health and the environment, and whether further action is necessary. DTSC will review the draft PEA Report and provide written comments to the Proponent. The Proponent shall revise the PEA Report accordingly.
- 3.5 PEA Public Review Requirements: The Proponent shall make the draft PEA Report available for public inspection during a 30-day public review period. Comments pertaining to the draft PEA Report shall be submitted to DTSC within 14 days of the close of the required public review period. The Proponent shall incorporate public comments received, as applicable and appropriate, and finalize the PEA Report.
- 3.6 Final PEA Report: After consideration of all comments received on the draft PEA Report, DTSC will approve or disapprove the final PEA Report.

TASK 4. Supplemental Site Investigation (SSI)

Upon DTSC's request, the Proponent shall conduct an SSI at the Site. Documents or activities which will be required as part of the SSI include:

- 4.1 SSI Work Plan: The Proponent shall submit an SSI Workplan that describes the activities proposed to characterize the contamination identified at the Site. The SSI Workplan shall also include a Site-specific HAS Plan, QA/QC Plan, sampling plan and implementation schedule. DTSC will review the SSI Workplan and provide written comments to the Proponent or approve the SSI Workplan. The Proponent shall revise the SSI Workplan in accordance with DTSC's comments, if any is issued.

- 4.2 SSI Workplan Implementation: The Proponent shall begin implementation of the approved SSI Workplan in accordance with the approved implementation schedule. DTSC shall provide oversight and approval of SSI Workplan implementation, as appropriate.
- 4.3 SSI Report: The Proponent shall prepare an SSI Report that at a minimum presents the data, summarizes the results of the investigation, validates all data and includes recommendations and conclusions. DTSC will review the SSI Report and provide written comments to the Proponent or approve the SSI Report. The Proponent shall revise the SSI Report in accordance with DTSC's comments, if any is issued.

If DTSC determines a Remedial Investigation and Feasibility Study (RI/FS) is required for the Site, the Proponent shall prepare a RI/FS Workplan for DTSC's review and approval. The RI/FS shall be conducted consistent with the U.S. Environmental Protection Agency's Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988, (EPA/540-G-89/004). The preparation, review and approval of a RI/FS Workplan and other related tasks (e.g., RI/FS Report) may be addressed under Paragraph 3.2 (Additional Activities) of this Agreement.

TASK 5. Response Action Workplan

If DTSC determines a removal action is appropriate, the Proponent shall prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The RAW shall include:

- (a) A description of the onsite contamination;
- (b) The goals to be achieved by the removal action;
- (c) Administrative record list;
- (d) An analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (e) A statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan;
- (f) a description of the techniques and methods to be used in the removal action, including any excavating, storing, handling, transporting, treating, and disposing of material on or off the site;
- (g) A HAS plan to provide a brief overall description of methods that will be employed during the removal action to ensure the health and safety of workers and the public during the removal action (as described in Task 9);
- (h) A Sampling and Analysis Plan with corresponding QA/QC plan to confirm the effectiveness of the RAW, if applicable (as described in Task 10);
- (i) An implementation schedule; and
- (j) Any other plans (e.g., transportation plan, dust monitoring and mitigation plan)

deemed applicable, relevant or appropriate (Site specific).

DTSC will review the RAW and provide written comments to the Proponent. If the RAW is determined by DTSC to be incomplete, the Proponent shall address all outstanding issues as appropriate.

If DTSC determines a Remedial Action Plan (RAP) is required for the proposed response action, the Proponent shall prepare the RAP in accordance with Health and Safety Code section 25356.1(c) for DTSC's review and approval. The RAP sets forth in detail appropriate steps to remedy soil, surface water and/or groundwater contamination at the Site and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all proposed removal and remedial actions. The preparation, review and approval of a RAP and other related tasks (e.g., Remedial Design and Implementation Plan) may be addressed under Paragraph 3.2 (Additional Activities) of this Agreement.

TASK 6. RAW/RAP Public Participation

- 6.1 The Proponent shall conduct appropriate public participation activities for a proposed response action, given the nature of the community surrounding the Site and the level of community interest. The Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7 and 25358.7.1 (and 25356.1(e) for conducting a RAP), the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.
- 6.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.
- 6.3 The Proponent shall inform the community of Site conditions and project activities, utilizing a notification format developed by DTSC. The notification may be provided through publication of a public notice in a local newspaper and/or mail-out of an information letter or a fact sheet to community members. The Proponent shall develop and submit information letters or fact sheets to DTSC for review and approval when specifically requested by DTSC. The Proponent shall be responsible for printing and distribution of information letters or fact sheets upon DTSC's approval using the approved community mailing list.
- 6.4 The Proponent shall publish, as appropriate or if deemed necessary by DTSC, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last

a minimum of 30 days. Within two (2) weeks of the close of the public comment period, DTSC will prepare a response to the public comments received. If required, the Proponent shall submit the information necessary for DTSC to prepare the document.

- 6.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.
- 6.6 If appropriate, the Proponent shall revise the RAW/RAP on the basis of comments received from the public and submit the final RAW/RAP to DTSC for review and approval. The Proponent shall also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 7. California Environmental Quality Act (CEQA)

Based on the results of the preliminary evaluation or draft Initial Study for a proposed response action, DTSC will prepare the necessary CEQA documents to meet its CEQA obligation. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents. If appropriate, the Proponent shall revise the RAW/RAP to meet the applicable CEQA requirements, and submit the final RAW/RAP to DTSC for review and approval. The Proponent shall also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 8. Implementation of Final RAW/RAP

The Proponent shall implement the removal action in accordance with the approved RAW/RAP. During implementation of the RAW/RAP, DTSC may specify such additions, modifications and revisions to the RAW/RAP as deemed necessary to protect human health and safety or the environment or to implement the RAW/RAP.

TASK 9. Health and Safety (HAS) Plan

The Proponent shall submit a Site-specific HAS Plan in accordance with California Code of Regulations, title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which shall be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The HAS Plan should describe the specific personnel, procedures and equipment to be utilized.

All contractors and all subcontractors shall be given a copy of the Health and Safety Plan prior to entering the Site. Any supplemental health and safety plans prepared by any subcontractor shall also be prepared in accordance with the regulations and guidance identified above. The prime contractor responsible for this subcontractor will be responsible for ensuring that all subcontractor supplemental health and safety plans follow these regulations and guidelines.

TASK 10 Quality Assurance and Quality Control (QA/QC) Plan

All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan shall describe:

- (a) The procedures for the collection, identification, preservation and transport of samples;
- (b) The calibration and maintenance of instruments;
- (c) The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) How the data obtained pursuant to this Agreement will be managed and preserved in accordance with Paragraph 3.16 (Preservation of Documentation) of this Agreement.

TASK 11. Response Action (RA) Completion Report

Within 30 days of completion of RA field activities, the Proponent shall prepare and submit a Response Action Completion Report documenting the implementation of the Final RAW/RAP. DTSC will review the Response Action Completion Report and provide written comments to the Proponent.

TASK 12. Operation and Maintenance (O&M)

If O&M is required, the Proponent shall comply with all O&M requirements in accordance with the final approved Removal Action Workplan (RAW), Remedial Action Plan (RAP), and/or Remedial Design, as applicable. Within 30 days of the date of DTSC's request, the Proponent shall prepare and submit to DTSC for approval an O&M plan that includes an implementation schedule. The Proponent shall implement the O&M plan in accordance with the approved schedule. Prior to certification of the Site, DTSC may require the Proponent to enter into a separate enforceable O&M Agreement, including financial assurance pursuant to California Health and Safety Code section 25355.2, and/or if appropriate, a land use covenant (as described in Task 13), with DTSC to protect public health, safety and the environment.

12.1 The Proponent shall implement the O&M Plan, as approved by DTSC, until DTSC has released the Proponent in writing from the required O&M Plan.

12.2 The Proponent may, upon written request, seek variance, modification, and/or termination of the O&M Plan, as approved by DTSC, at any time pursuant to the procedures specified in the O&M Plan. "Variance" refers to possible release from specific individual O&M Plan requirements for a limited time period, while "modification" refers to permanent revision of specific individual O&M Plan requirements. The O&M

Plan shall remain in effect until DTSC has released the Proponent in writing from the required O&M Plan.

TASK 13. Land Use Covenants

If DTSC determines that deed restrictions or land use restrictions pursuant to California Code of Regulations, title 22, section 67391.1 are necessary to insure full protection of the environment and human health, DTSC may require such deed restriction or land use restriction in the Final RAW/RAP. The Proponent agrees to sign and record the deed or land use restrictions approved by DTSC.

TASK 14. Certification

Where response actions have been required at the Site, DTSC will issue a certification for the Site when all of the following conditions have been met:

- (a) DTSC has performed a Site inspection to ensure that all response actions, except operation and maintenance activities (if appropriate), have been completed as necessary to ensure that hazardous materials at the Site no longer pose a significant risk;
- (b) DTSC has determined that response action standards and objectives have been met;
- (c) DTSC has approved the Response Action Completion Report;
- (d) DTSC has approved the final O&M Plan, if appropriate; and
- (e) The Proponent has entered into an O&M agreement and/or a land use covenant with DTSC, if appropriate.

EXHIBIT D

PROJECT SCHEDULE

TASK	TIMELINE
Proponent to submit advance payment	Within 10 days of Agreement execution
Proponent to submit existing data and reports of previous investigations	Within 15 days of Agreement execution, if applicable
A scoping meeting to plan project activities	Within 15 days of Agreement execution
Proponent to submit PEA Workplan	Within 30 days of Agreement execution
DTSC to review and comment or approve on PEA Workplan	Within 30 days of receipt of PEA Workplan, if applicable
Proponent to mail out PEA Fieldwork Notice to adjacent residents	7-14 days prior to commencement of PEA fieldwork, as applicable
Proponent to implement PEA Workplan	As outlined in PEA Workplan
Proponent to submit PEA Report	As outlined in PEA Workplan
Proponent to hold a 30-day public review period for PEA report	As outlined in PEA Workplan
DTSC to review, comment and approve or disapprove the PEA Report	Within 30 days of receipt of PEA Workplan, if applicable
Proponent to submit SSI Workplan and Report	As requested by DTSC
DTSC to review and comment or approve SSI Workplan and SSI Report	Within 30 days of receipt of SSI Workplan and SSI Report, if applicable
Proponent to submit draft RAW/RAP	Within 30 days of receipt of DTSC's request
DTSC to review and comment on draft RAW/RAP	Within 30 days of receipt of draft RAW/RAP
Public participation and CEQA activities	As requested by DTSC
Proponent to finalize, incorporate public comments and submit Final RAW/RAP	Within 15 days of close of public comment period, if applicable
DTSC to approve Final RAW/RAP	Within 15 days of receipt of Final RAW/RAP
Proponent to implement Final RAW/RAP	As outlined in Final RAW/RAP
Proponent to submit Response Action Completion Report	As outlined in Final RAW/RAP
DTSC to review and comment or approve Response Action Completion Report	Within 30 days of receipt of Response Action Completion Report
O&M Plan, O&M Agreement, and/or Land Use Covenant, if required	As determined by DTSC
Certification	As determined by DTSC

EXHIBIT E

GUIDELINES FOR SUBMITTING PDF DOCUMENTS

With the introduction of the Site Mitigation and Brownfields Reuse Program's (SMBRP's) database, EnviroStor, the public can now download and view project related documents online. To provide the public with this vital source of information, please provide a PDF copy of reports, even if a hard copy will be supplied.

Due to differences in internet downloading capabilities and resolutions of PDF files, many users have trouble downloading and viewing large PDF files. The following guidelines were created to provide consistency in PDF files and allow most users to access these files.

- 1) **File size:** For each file that needs to be uploaded, the maximum file size should be kept to **8 megabytes** (MB). If you have a large file, please save large color images (e.g., figures, site photos, maps) and supplemental information (appendices) in separate PDF files. If using a scanner, the scanner resolution should be no more than 200 dpi.
- 2) **Saving and Naming PDF files:** If you make any changes to a PDF file, always use the **Save As** option instead of the **Save** option when saving. This will produce a smaller file size. It is recommended that the files be named by using an abbreviated site name, report title, date, and, if multiple files are being uploaded, the section of report (e.g., **Site_report_section_mmddyy**, 968-81stAve_PEA_text_072706, etc).
- 3) **Bookmarks:** For large reports, bookmarks should be created in the PDF for ease of navigation. For help on creating bookmarks, please refer to Adobe Acrobat Help.
- 4) **FTP server:** To submit large files or a group of files that cannot be sent via e-mail, they can be sent to a DTSC staff member via the FTP server. Below are the instructions to submit files via the FTP server:
Link: http://www.dtsc.ca.gov/database/DTSC_FTP_Requests/index.cfm
 - i. **Provide Upload File Information:** Please provide information about yourself, the recipient, and the name of the computer file to be uploaded. This tells our system:
 - a. to expect and allow your file onto the FTP server,
 - b. to whom the recipient is, and
 - c. to let the recipient know who sent the file
 - ii. **Transfer the File:** Once your information is provided in the first step, you have 60 minutes to send your file to our server. You will be provided with an FTP location after providing the information. You will be notified upon the successful receipt or failure to receive your file.

For further assistance about submitting PDF files, please contact the appropriate SMBRP Project Manager, or the EnviroStor Help Desk at (916) 323-3400, or by email to EnviroStor@dtsc.ca.gov.

EXHIBIT F
COST ESTIMATE

EXHIBIT D

COST ESTIMATE WORKSHEET

VOLUNTARY CLEANUP AGREEMENT PEA/RAW

Lakeland Development Company

Project Name: Former Powerline Oil Company Refinery/CENCO Refinery

CalStars Site Code: 301322 -11

Title	VCP Coord.	Project Manager		Supervisor		Toxicology	Geology	Industrial Hygiene	HQ Engring	Public Particip	HQ CEQA	Legal	Clerical
Classification	AGPA	HSS	HSE /EG	HSSI	HSEI /SEG	Staff Toxicologist	Eng Geol.	Assoc IH	EG	PPS	SEP	Staff Counsel	OT
TASK:													
Agreement Prep./Negotiation	6												
PEA													
- Workplan			32		4	4	16	2					16
- Implementation			8			4	8						
- Report			16		4	8	4						
Total No. Hours/Class	6	0	56	0	8	16	28	2	0	0	0	0	16
Hourly Rate/Class	116	124	166	143	195	168	166	143	166	116	122	170	71
Cost/Class	696	0	9296	0	1560	2688	4648	286	0	0	0	0	1136
Grand Total Cost	\$20,310												

* Hourly rates are revised annually and subject to change

* Hourly rates include indirect labor costs

3-Oct-07

EXHIBIT G
ASSESSOR PARCEL NUMBERS

Property Parcel Numbers

<u>Address</u>	<u>City & State</u>	<u>Parcel#</u>
12322 Florence Ave	Santa Fe Springs, CA	8009-022-017
12335 Lakeland Rd	Santa Fe Springs, CA	8009-022-029
12345 Lakeland Rd	Santa Fe Springs, CA	8009-022-030
12345 Lakeland Rd	Santa Fe Springs, CA	8009-022-031
12345 Lakeland Rd	Santa Fe Springs, CA	8009-022-053
12345 Lakeland Rd	Santa Fe Springs, CA	8009-022-054
12345 Lakeland Rd	Santa Fe Springs, CA	8009-022-055
12335 Lakeland Rd	Santa Fe Springs, CA	8009-022-056
12345 Lakeland Rd	Santa Fe Springs, CA	8009-022-057
12345 Lakeland Rd	Santa Fe Springs, CA	8009-022-058